



FATHER JOHN'S ANIMAL HOUSE

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ADOPTION CONTRACT

Congratulations on the adoption of your new pet! The terms of the adoption contract are as follows:

Please read them carefully before signing below and initialing in the boxes to the left.

I. CARE, CONTROL, & OWNERSHIP OF PET

1. I am at least 18 years of age or older, reside in a pet friendly home and I have considered my lifestyle, time, patience, and the financial responsibilities necessary to care for this pet for its lifetime.
2. I agree to include this pet as a member of my household and to provide it with proper food, water, adequate shelter, medical care and kind treatment at all times.
3. I agree not to use any force to discipline the pet including hitting or any other injurious treatment and agree to use humane training techniques if necessary.
4. I agree to take this pet to a veterinarian for a physical examination within 7 to 10 days of this adoption.
5. Although Father John's Animal House assumes no responsibility for a pet after being adopted, in the event that I can no longer keep this pet for any reason and at any time, I agree to contact Father John's Animal House prior to relinquishing or transferring ownership of the pet.
6. I agree to license this pet in accordance with state and local ordinances.
7. I will not allow this pet to be used for re-sale and/or for medical or experimental purposes.
8. In signing this agreement, I understand and accept that I become the legal owner of the pet described below and accept possession and title to the pet.
9. I understand that if Father John's Animal House determines that any provisions of the adoption agreement are being violated, a representative of Father John's Animal House will request that I surrender the animal to Father John's Animal House. If I refuse to surrender the animal, I understand that Father John's Animal House will report the situation to Animal Control as well as state and local authorities. In addition, Father John's Animal House shall have the right, without further notice or demand, to begin legal action to reclaim the animal. I agree to pay Father John's Animal House for all fees and costs, including but not limited to reasonable attorney fees and costs, associated with reclamation of the animal.

II. ASSUMPTION OF RISK

1. I acknowledge, agree, and represent that I am aware of and assume the many risks associated with being around animals, including but not limited to the risks of being bitten, scratched, jumped upon, knocked over, chased, tripped, infected with a disease or parasite, or otherwise injured or frightened, as well as the risks of damage to personal property.
2. I understand and acknowledge that Father John's Animal House may use routine veterinary exams, behavior evaluations, and observation to evaluate the animals for placement. However, I understand and acknowledge that Father John's Animal House makes no guarantees about the pet's temperament, health or training once the pet leaves the Father John's Animal House facility. I acknowledge, agree, and represent that I am adopting a pet from Father John's Animal House "as is" with no warranties of any kind.
3. I acknowledge, agree, and represent that there are many diseases and parasites that have various incubation periods and signs of the disease may not be present during the time of adoption. By adopting this pet, I am taking full responsibility, as its new owner, to care for any unknown, pre-existing or future illnesses this pet may have.

4. I acknowledge, agree, and represent that Father John's Animal House has delivered all documentation of the pet that are in its possession. However, I understand and acknowledge that Father John's Animal House is not in a position to provide me with a complete history regarding the pet's past and current behavior and temperament, propensity for viciousness, ability to interact with children and the ability to interact with other animals.

With this understanding, I hereby accept responsibility of the animal in my care.

III. RELEASE, WAIVER OF LIABILITY, & DEFENSE AND INDEMNITY AGREEMENT

1. I hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE Father John's Animal House, and its employees, agents, members, volunteers, supervising veterinarian, trustees, officers, or any affiliated entities thereof, FROM ALL LIABILITY TO THE UNDERSIGNED, and each of their personal representative, assigns, heirs, next of kin, guests, and/or invitees FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY ARISING OUT OF OR RELATED TO THE ADOPTION AND OWNERSHIP OF AN ANIMAL FROM FATHER JOHN'S ANIMAL HOUSE. I further agree to pay Father John's Animal House for all fees and costs, including but not limited to reasonable attorney fees and costs, associated with any suits or litigation arising out of or related to the adoption and ownership of the pet.
2. It is my intent that the Release and Waiver provided for in this Section is designed and intended to protect Father John's Animal House from any personal injury and/or death claims by me or others and from the consequences of any harm, behavior, or other action by the pet, and from consequences of any act, omission, or negligence on the part of Father John's Animal House (and its employees, agents, members, volunteers, supervising veterinarian, trustees, officers, or any affiliated entities thereof) in obtaining custody of the pet, providing care for the pet, in training or not training the pet, or in failing to provide timely or adequate warning to any person concerning the pet.
3. I hereby agree to INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS Father John's Animal House and its employees, agents, members, volunteers, supervising veterinarian, trustees, officers, or any affiliated entities thereof, from ANY LOSS, LIABILITY, DAMAGE, CLAIM, SUIT, OR COST, INCLUDING BODILY INJURY AND/OR DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE ADOPTION AND OWNERSHIP OF AN ANIMAL FROM FATHER JOHN'S ANIMAL HOUSE. I further agree to pay Father John's Animal House for all fees and costs, including but not limited to reasonable attorney fees and costs, associated with any suits or litigation arising out of or related to the adoption and ownership of the pet.
4. I hereby agree that this Release, Waiver of Liability, and Defense & Indemnification agreement extends to all acts of negligence by Father John's Animal House, and its employees, agents, members, volunteers, supervising veterinarian, trustees, officers, or any affiliated entities thereof, and is intended to be as broad and inclusive as permitted by the laws of New Jersey.

IV. MISCELLANEOUS

1. In the event that any term, provision or paragraph of this agreement is or is declared to be illegal, void or unenforceable, this shall not affect or impair the other terms, provisions or paragraphs of this agreement. The doctrine of severability shall be applied.
2. This Adoption Contract shall be construed in accordance with and governed by the laws of the State of New Jersey.
3. This Adoption Contract constitutes the entire agreement between the parties and supersedes all proposals, prior agreements, and all other communications between the parties, oral or in writing, relating to the subject matter of this Agreement. No change, addition or modification to the Agreement shall be effective unless reduced to writing and signed by the parties.
4. The provisions of this Adoption Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, administrators, executors and permitted assigns.

I have read this Adoption Contract in its entirety, fully understand its terms, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional acknowledgement and agreement to the terms herein.

The parties to this Adoption Contract agree that the digital signatures of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

<u>Adopter Information</u>	<u>Animal Information</u>
Name _____	Name/ID# _____
Address _____	~Age/DOB _____
City, State, Zip _____	Breed _____
Phone # _____	Color _____
Email _____	Sex _____
Driver's License # _____	Microchip# _____

Adoption Deposit \$ _____ Date: _____ Total Adoption Donation\$ _____

Payment Method: Cash Credit Card C.C. # _____

Signature of Adopter: _____ Signature of Father John's Animal House Staff: _____

Date: _____